

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Jun 30, 1997

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reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.

SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. PURCHASE ORDER NO. 0750-03-M-U363		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 2003 OCT 06		4. REQUISITION/PURCH REQUEST NO. YPC03233000689		5. PRIORITY DOA1	
6. BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PLLXCBH (614)692-4389 / FAX: (614)693-1577 E-mail: Michael.Steurer@dla.mil		CODE SP0700		7. ADMINISTERED BY (If other than 6) DCMC VAN NUYS 6230 VAN NUYS BLVD 818 267-2000 VAN NUYS CA 91401-2713		CODE S0512A		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)	
9. FACTOR SIMON BROTHERS PRECISION MACHINING, INC. 9748 VARIEL AVENUE CHATSWORTH CA 91311		CODE 0S1Y6		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 50 DAYS ADO		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
12. DISCOUNT TERMS 01.000% 10 days, NET 30 days		13. MAIL INVOICES TO See Block 15		14. PAYMENT WILL BE MADE BY ATTN DFAS CO BVPCC/CC CONSTRUCTION 3990 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6203		CODE S33181		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
15. TO See Schedule - Do Not Ship to Address in Block 6		CODE		16. EFFECT EFT: T					

DELIVERY	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.	
PURCHASE	<input checked="" type="checkbox"/>	Reference your and furnish the following on terms specified herein.
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.		

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYMMDD)
If this box is marked, supplier must sign Acceptance and return the following number of copies:			
DISTRIBUTION AND APPROPRIATION DATA/LOCAL USE			

7X4930 5CC0 001 26.0 S33150

NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Remarks: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT.	TOTAL: 405			
24. UNITED STATES OF AMERICA BY: <i>Mary Harvey</i>		25. TOTAL \$ 42525.00		26. DIFFERENCE	
27. SHIP NO.		28. D.O. VOUCHER NO.		29. INITIALS	
28. D.O. VOUCHER NO.		29. INITIALS		30. AMOUNT VERIFIED CORRECT FOR	
31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. CHECK NUMBER	
33. CHECK NUMBER		34. BILL OF LADING NO.		35. S/R ACCOUNT NUMBER	
35. S/R ACCOUNT NUMBER		36. S/R VOUCHER NO.		37. S/R VOUCHER NO.	
37. S/R VOUCHER NO.		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYMMDD)	
39. DATE RECEIVED (YYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER	
41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		43. S/R VOUCHER NO.	

FORM 1155, JUN 94 (EG)

PREVIOUS EDITION MAY BE USED.

Designed using Perform Pro, WHS/DIOR, Jun 94

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SECTION B

PR YPC03233000689
NSN 1010-01-151-6219

ITEM DESCRIPTION:

MOUNT, AFT, LH.
FIRST ARTICLE TEST IS REQUIRED IAW SQAP 5830079
PART 2, PARAGRAPH 2

PROCESS PROCEDURES AND OR WORKMAN SPECIMENS
REQUIRED BY MILITARY SPECIFICATION (S)
APPLICABLE TO THIS CONTRACT WILL BE APPROVED
BY THE ACTIVITY RESPONSIBLE FOR THE
ADMINISTRATION OF THE CONTRACT. POSTAWARD
PREPRODUCTION APPROVAL VERIFYING THE
REQUIREMENTS OF MIL-DTL-16232 IS REQUIRED.

"THIS NSN CONTAINS ONE OR MORE COMPONENTS WHICH
MUST MEET QPL OR QML SPECIFICATIONS."

"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE
USED NOR INCORPORATED IN ANY ITEMS TO BE
DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION
SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT
DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS.
SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR
APPROVAL UNLESS THEY ARE AUTHORIZED BY THE
SPECIFICATION REQUIREMENTS."

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 19200 5830079
BASIC DTD 83 JUL 13
AMEND NR D DTD 95 NOV 08
TYPER NUMBER.

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SECTION B

I/A/W ASTM E1444-01 (MIL-STD-1949)

REFNO DTD 01 FEB 10

AMEND NR DTD

TYPE NUMBER:

THE SPECIFICATION OR STANDARD CITED IS TO BE
USED IN LIEU OF THE DOCUMENT IDENTIFIED WITHIN
THE PARENTHESES.

I/A/W SPEC NR MIL-PRF-16173E

REFNO DTD 93 JAN 06

AMEND NR DTD

TYPE NUMBER: GRADE 3 (QPL-16173)

I/A/W SPEC NR MIL-PRF-3150D

REFNO DTD 97 FEB 06

AMEND NR 2 DTD 01 JUL 30

TYPE NUMBER: QPL-3150

<u>M</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	YPC03233000689	0001	145	EA	\$105.00000	\$15225.00

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 33: CLNG/DRY = 1: PRESV MAT = 07:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:

UNIT CONT = XX: OPI = O:

INTRMDTE CONT = E5: INTRMDTE CONT QTY = AAA:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E

DATED 3029

SUPPLEMENTAL INSTRUCTIONS

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH

MIL-STD-129 (LATEST REVISION) MARKING AND BAR

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SECTION B

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP
PROJ

<u>M</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2	YPC03233000689	0002	260	EA	\$105.00000	\$27300.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

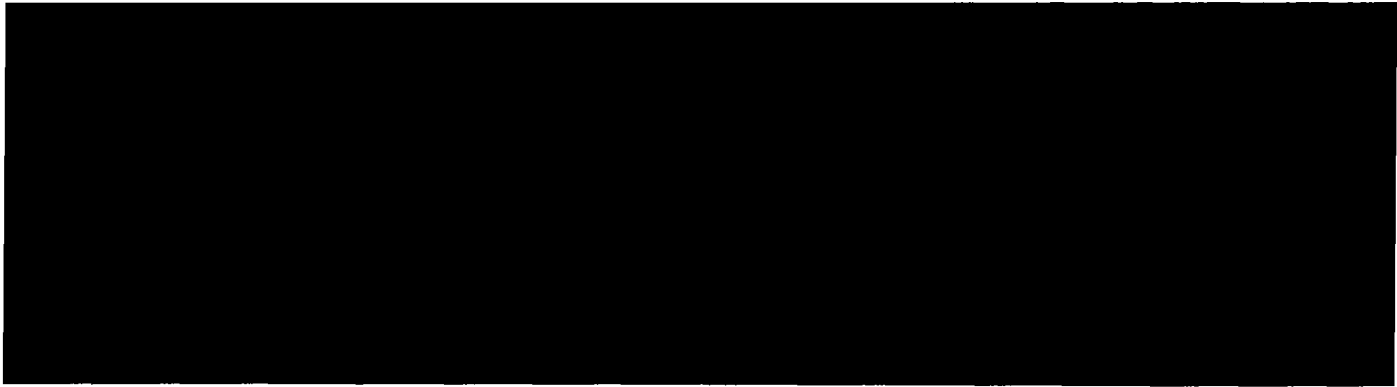
PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

DELIVER FOB: DESTINATION BY: 2003 NOV 25

PARCEL POST ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
ED B NEW CUS PLANT FACILITY



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FREIGHT SHIPPING ADDRESS:

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ

<u>Q</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
7	Contractor First Article Test (FAT) 1	TE	WAIVED	

quantity '1 TE' (test)
nifies the test requirement.
clauses I43 and I43a for
ormation concerning the FAT
uirement and test report.
ers that do not cite a price
LINE ITEM 9907 shall be
luated under the assumption
t there is no separate charge
the FAT. In the event the FAT
uirement is waived, no award
l be made for LINE ITEM 9907.

REMIT PAYMENT TO:

CONTINUED ON NEXT PAGE

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D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01)
(JUL 2002)

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D N E

Applicable to CLIN(s): All

CLAUSES INCORPORATED BY REFERENCE

1.246-16 - Responsibility for Supplies (APR 1984)

() Same as above

INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2)
(1996)() Other (CAGE, Name, Street Address, City, State and
Zip Code)

INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

Inspection for compliance with contract requirements
be performed at origin by an authorized Government
actor.Inspection prior to shipment will be based on the
finding:() For CLIN(S) described by a Military or Federal
specification or purchase description contractor must present
evidence showing compliance with all contract and
specification requirements including preparation for delivery.
() For CLIN(S) described by manufacturer's name/code and
number.

Applicable to CLIN(s):

(i) Contractor must present evidence of performance of
quality assurance requirements specified in the contract
to assure that item will serve its intended purpose by
conducting examinations and tests to determine (A)
wholeness of item, (B) absence of rust, contamination, or
corrosion, (C) correct identification, (D) absence of any
defects, and (E) compliance with preparation for delivery. If
contractor is not the manufacturer of the supplies, the
contractor must be furnished to establish that the supplies were
manufactured by the manufacturer.

Applicable to CLIN(s):

(ii) The word 'manufacturer' means the actual
manufacturer of each CLIN. The QAR may require that evidence
be furnished establishing the name and address of the plant
that manufactures each CLIN to assure that a domestic product
is being supplied.E03A - SECONDARY ADMINISTRATION INSPECTION/ACCEPTANCE AT
ORIGIN WILL BE PERFORMED BY:

SUPPLIES

() For CLIN(S) designated as Former Government Surplus
item described by manufacturer's name/code and part
number, or by Military or Federal specification or drawing);
original package markings of each item shall be verified
against previous Government contract number and part number (as
listed in DLAD Clause 52.211-9000, Section I of the award).
Any deviation from this number shall be cause for rejection of
item.

(x) Office Administering Order/Contract

Applicable to CLIN(s): All

() Other

Additional inspection requirements may be required,
based on the evaluation of the surplus offer, by the procuring
activity. Such additional requirements, if necessary, will be
verified before the award.

Applicable to CLIN(s):

Inspection Points:

IES

Same as Offeror

Applicable to CLIN(s): All

Applicable to CLIN(s):

() Other (CAGE, Name, Street Address, City, State and
Zip Code)

Applicable to CLIN(s) -

PACKAGING

(x) Office Administering Order/Contract
Applicable to CLIN(s): All() Same as for Supplies
Applicable to CLIN(s)

() Other

Applicable to CLIN(s):

Applicable to CLIN(s) -

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ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

ance will be performed by an authorized Government representative at origin. The point of acceptance will be the of last inspection before shipment unless otherwise stated by the offeror.

For contracts awarded on F.O.B. Destination basis, actor must comply with FAR 52.247-48, FOB Destination nce of Shipment, in order for payment to be made prior eipt of the supplies at destination. Contracts for ocial items awarded under Part 12 procedures must be in lance with the requirements of 52.212-5.

MATERIAL INSPECTION AND RECEIVING REPORT : 252.246-7000) (DEC 1991)

CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) .998)

WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) :003)

Clause is applicable when surplus materials are accepted 52.211-9000), when a Certificate of Conformance (FAR 52.215) supports or forms the basis for acceptance of es at origin by the Government, or when acceptance is med by the Government at destination.

(a) The contractor warrants for a period of one year that plies at time of delivery conform to all contract ements. If this warranty is breached, the Government at tion may (1) reject the supplies and require refund of ct price; or (2) require contractor at its expense to r or replace the supplies; or (3) repair or correct the es and charge the contractor for the costs incurred; or tain the supplies and require an equitable adjustment in ntract price. The Government shall mail or otherwise h notice to the contractor of the breach of this ty within one year after date of delivery, inform the ctor of the option exercised, and require the contractor e action accordingly. Any disputes as to the breach of aranty shall be resolved under the Disputes clause of ntract.

(b) The contractor shall mark warranty items as required agraph 5.2.7, MIL-STD-129(n), 'Standard Practice for ry Marking'.

(c) The rights hereby provided the Government shall not ected by other clauses concerning the conclusiveness of tion and acceptance and are in addition to and do not any rights of the Government under other clauses of this ct.

SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) .999)

RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) 1980)

DN F

SOLICITATION CLAUSES INCORPORATED BY REFERENCE

2.211-17 - Delivery of Excess Quantities (SEP 1989)
2.242-15 - Stop-Work Order (AUG 1989)
2.242-17 - Government Delay of Work (APR 1984)
2.247-48 - F.O.B. Destination - Evidence of Shipment
1999) (When F.O.B. Destination and Inspection/Acceptance
igin applies)
2.247-52 - Clearance and Documentation Requirements -
ents to DOD Air or Water Terminal Transshipment Points
1984)

F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses): Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.
(4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).
(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

SECTION I

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference,

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used for Debarment (Over \$25,000) (JUL 1995)
 52.211-5 - Material Requirements (AUG 2000)
 52.211-15 - Defense Priority and Allocation Requirements (1990)
 52.215-8 - Order of Precedence - Uniform Contract Format (1997)
 52.219-16 - Liquidated Damages - Subcontracting Plan (1999)
 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
 52.222-3 - Convict Labor (Over MPT) (JUN 2003)
 52.222-19 - Child Labor - Cooperation with Authorities and (SEP 2002) (Over MPT)
 52.222-20 - Walsh-Healey Public Contracts Act (Over 100) (DEC 1996)
 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
 52.222-26 - Equal Opportunity (Over \$10,000) (APR 2002)
 52.222-29 - Notification of Visa Denial (JUN 2003)
 52.222-35 - Affirmative Action for Disabled Veterans and rans of the Vietnam Era (Over \$10,000) (APR 1989)
 52.222-36 - Affirmative Action for Workers With ilities (Over \$2,500) (JUN 1998)
 52.222-37 - Employment Reports on Disabled Veterans and rans of the Vietnam Era (Over \$10,000) (JAN 1999)
 52.223-14 - Toxic Chemical Release Reporting (Over ,000 applicable only to competitive non commercial isitions only) (AUG 2003)
 52.225-13 - Restrictions on Certain Foreign Purchases (2003) (Deviation)
 52.225-14 - Inconsistency Between English Version and lation of Contract (FEB 2000)
 52.227-1 - Authorization and Consent (JUL 1995)
 52.232-1 - Payments (APR 1984)
 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 52.232-11 - Extras (APR 1984)
 52.232-23 - Assignment of Claims (Over \$2,500) (JAN 1986)
 52.232-25 - Prompt Payment (Over MPT) (FEB 2002)
 52.233-1 - Disputes (DEC 1998)
 52.233-3 - Protest After Award (AUG 1996)
 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 52.243-1 - Changes - Fixed Price (AUG 1987)
 52.245-1 - Property Records (APR 1984)
 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 52.248-1 - Value Engineering (Over \$25,000) (FEB 2000)
 52.249-1 - Termination for Convenience of the Government ad-Price) (Short Form) (APR 1984)
 52.249-8 - Default (APR 1984)
 52.253-1 - Computer Generated Forms (JAN 1991)
 3 252.204-7002 - Payment for Subline Items Not Separately ed (DEC 1991)
 3 252.204-7003 - Control of Government Personnel Work acts (MAR 2000)
 3 252.209-7004 - Subcontracting with Firms that are Owned ontrolled by the Government of a Terrorist Country (Over ,000) (MAR 1998)
 3 252.223-7002 - Safety Precautions for Ammunition and osives (MAY 1994)
 3 252.223-7003 - Change in Place of Performance - ition and Explosives (DEC 1991)
 3 252.225-7001 - Buy American Act and Balance of Payments ram (APR 2003)
 3 252.225-7002 - Qualifying Country Sources as ontractors (APR 2003)
 3 252.225-7016 - Restriction on Acquisition of Ball and er Bearings (APR 2003)
 3 252.225-7025 - Restriction on Acquisition of Forgings (2003)
 3 252.225-7033 - Waiver of United Kingdom Levies (APR)
 3 252.225-7036 - Buy American Act-North American Free Agreement (Over \$56,190) (APR 2003)
 3 252.225-7036 - Buy American Act-North American Free Agreement w/Alternate I (\$25,000 - \$56,190) (APR)
 3 252.225-7038 - Restriction on Acquisition of Air Circuit ers (APR 2003)

104 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

107 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1999)

111 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

112 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. the documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ().

143A - CONTRACTOR FIRST ARTICLE TESTING WAIVED.

174 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

178 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist2.daps.dla.mil/quicksearch/>

180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)